

VENDOR'S AFFIDAVIT

FILED

STATE OF ILLINOIS

COUNTY OF COOK

} SS:

DEC 18 1997

SAM ORLICH  
AUDITOR LAKE COUNTY

↓  
Harold L. Keller

\_\_\_\_\_, being first duly sworn state[s] that \_\_\_\_\_

Harold L. Keller

(hereinafter referred to, jointly and severally, as "Vendor") is/are this day conveying to \_\_\_\_\_

Habitat for Humanity

(hereinafter referred to, jointly and severally, as "Purchaser"), by Warranty

deed, the following described Real Estate located in \_\_\_\_\_ Lake \_\_\_\_\_ County, Indiana:

Lots 4 and 13, Block 4, J.R. Brant's Second 45th Avenue Gardens, as shown in Plat Book 21, Page 51, in Lake County, Indiana

97087507

and commonly known as 4136 Calhoun Street, Gary, Indiana and 4135 Dallas Street, Gary, Indiana  
(hereinafter referred to as "Real Estate").

The undersigned hereby represent that this real estate is not "property" as defined in Indiana Code 13-7-22.5-6, and is not, and has not been used, as a landfill or dump, and contains no underground storage tanks or toxic or hazardous waste or materials, and that no disclosure statement under Indiana Code 13-7-22.5-1, et. seq. (Indiana Responsible Transfer Law), is required for this transaction.

In connection with the sale of Real Estate, Vendor has furnished Purchaser with a commitment for an owner's policy of title insurance for the Real Estate under date of December 12, 19 96, issued by Chicago Title Insurance Company as number 04 90 468.

Vendor has an indefeasible estate in fee simple in the Real Estate; and the Real Estate is free and clear of every kind of description lien, lease or encumbrance except the following:

1. Easements, agreements and restrictions of record disclosed in said commitment.
2. Current taxes not delinquent.
3. Whatever matters affecting the Real Estate, if any, are disclosed in the above deed.

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Vendor has not executed, or permitted anyone in Vendor's behalf to execute, any conveyance, mortgage, lien, lease, security agreement, financing statement or encumbrance of or upon the Real

12.00

4979-5006

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
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MORRIS V. CAMPBELL

Estate of any fixtures attached thereto, except as stated above, which is now outstanding or enforceable against the Real Estate. Vendor has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser, and Vendor has not given to any person an option to purchase all or any part of the Real Estate, which is enforceable or exercisable now or at any time in the future. There are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed. The improvements upon the Real Estate are all located entirely within the bounds of the Real Estate, and there are no encroachments thereon. There are no existing violations of zoning ordinances or other restrictions applicable to the Real Estate.

There is no judgment of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate. No petition for bankruptcy has been filed by or against Vendor within the last six months, nor is any petition now pending with respect to Vendor for bankruptcy, insolvency or incompetency. Vendor is neither principal nor surety on any bond payable to the State of Indiana.

The Real Estate is now in possession of Roselyn Ballard

as tenant and no other person has a right to possession or claims possession of all or any part of the Real Estate.

Vendor will deliver possession of Real Estate to Purchaser on or before February 28, 1997

, free and clear of any right or claim of any person to the possession of the Real Estate except rightful claims or easements reflected on title policy.

Vendor is not acting, directly or indirectly, in any capacity whatsoever for any foreign country or national thereof, and

(Select appropriate paragraph)

- 1. Vendor is more than eighteen (18) years of age and a citizen of the United State.
- 2. ~~Vendor is a corporation duly organized and in good standing under the laws of \_\_\_\_\_, and the persons executing this affidavit and the deed on behalf of Vendor are duly elected officers of Vendor and have been fully empowered by proper resolution of the Board of Directors of Vendor to execute and deliver this affidavit and the deed, and Vendor has full corporate capacity to convey the real estate described herein and all necessary corporate action for the making of such conveyance has been taken and done.~~

Vendor intends that each of the statements made herein shall be construed as a representation; each of the representations is made for the purpose of inducing Purchaser to purchase the Real Estate; and each of the representations whether construed jointly or severally, is true. Vendor expressly authorizes Purchaser and all other persons to rely on such representations.

Signature Harold L. Keller

Signature \_\_\_\_\_

Printed Harold L. Keller

Printed \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public in and for said County and State, this

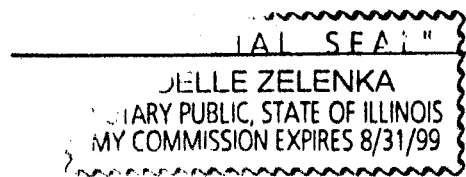
27th day of December, 19 96.

My commission expires

Signature Joelle Zeleuka

Printed Joelle Zeleuka

Notary Public  
Residing in Cook County Illinois



This instrument was prepared by Steven Lovern, Attorney at Law.  
SCHRECKENGAST, LOVERN & HELM

Address 8007 S. Meridian Street, Building 1, Suite 1, Indianapolis, IN 46217